

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: Doosan Bobcat North America, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Doosan Bobcat North America, Inc., 250 East Beaton Drive, West Fargo, ND 58078 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:
- a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
- b) Irrigation and aeration equipment, systems, parts, and installation; and
- c) Beach and waterfront maintenance equipment and accessories.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

\$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.



xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.



- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

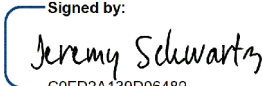
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

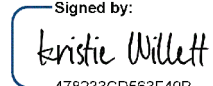
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Doosan Bobcat North America, Inc.

Signed by:  
  
 By: \_\_\_\_\_  
 C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 1/28/2025 | 7:40 PM CST

Signed by:  
  
 By: \_\_\_\_\_  
 478233CD583F49B...  
 Kristie Willett  
 Title: Government Account Manager  
 Date: 1/28/2025 | 2:51 PM CST

# RFP 112624 - Grounds Maintenance Equipment and Related Attachments

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## Vendor Details

Company Name: Doosan Bobcat North America, Inc  
Does your company conduct business under any other name? If yes, please state: ND  
Address: 250 E Beaton Dr  
West Fargo, ND 58078  
Contact: Nathan Dwelle  
Email: nate.dwelle@doosan.com  
Phone: 701-205-2517  
Fax: 701-205-2517  
HST#: 38-0425350

## Submission Details

Created On: Friday October 11, 2024 10:16:02  
Submitted On: Monday November 25, 2024 15:13:35  
Submitted By: Nathan Dwelle  
Email: nate.dwelle@doosan.com  
Transaction #: f048f387-4919-4917-b717-6b318c0b67fb  
Submitter's IP Address: 136.226.84.178

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Doosan Bobcat North America, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Ryan Turf Steiner
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: LNCJF4TCJRV8 CAGE Code: 1QK63
5	Provide your NAICS code applicable to Solutions proposed.	333112, 333111, 333120
6	Proposer Physical Address:	250 East Beaton Drive West Fargo ND 58078
7	Proposer website address (or addresses):	www.bobcat.com www.bobcat.com/government
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Kristie Willett Government Account Manager 1293 Glenway Dr. Statesville, NC 28625 704-650-0340 Kristie.Willett@doosan.com
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Nate Dwelle Government Account Manager (Canada and North Central Regions) 250 East Beaton Dr. West Fargo, ND 58078 Nate.Dwelle@doosan.com

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Kristie Willett                  Government Account Manager                  1293 Glenway Dr.                  Statesville, NC 28625                  704-650-0340                  Kristie.Willett@doosan.com</p> <p>Heather Messmer                  Government Sales Support Manager                  250 East Beaton Dr.                  West Fargo, ND 58078                  (701) 241-8719                  heather.messmer@doosan.com</p> <p>Barry Hanson                  Government Account Manager (Central and Northeast Regions)                  250 East Beaton Dr.                  West Fargo, ND 58078                  (701) 241-8793                  Barry.Hanson@doosan.com</p> <p>Nate Dwelle                  Government Account Manager (Canada and North Central Regions)                  250 East Beaton Dr.                  West Fargo, ND 58078                  Nate.Dwelle@doosan.com</p> <p>Eric Veidel                  Government Account Manager (West Region)                  250 East Beaton Dr.                  West Fargo, ND 58078                  Eric.Veidel@doosan.com</p>
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**Table 2A: Financial Viability and Marketplace Success (50 Points)**

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Doosan Bobcat North America, Inc. is a global brand with a presence that spans employees and manufacturing facilities around the world. We take pride in what we create, the value we deliver, and the relationships we build; all with the goal of helping people succeed. Our customers rely on Bobcat machines and technologies to accomplish more in industries like construction, agriculture, landscaping, rental, grounds maintenance, utilities, and many other sectors. Both the people behind our brand and the equipment we manufacture embody toughness, agility, and versatility. Bobcat equipment instills confidence and pride, performing reliably even on the most demanding job sites.</p> <p>Our roots run deep in North Dakota, where Bobcat began in 1947. Today, we are the state's largest manufacturer, operating three production facilities in Gwinner, Bismarck, and Wahpeton. In addition, we have facilities in Litchfield, MN; Statesville, NC; and Johnson Creek, WI. Internationally, Bobcat® manufacturing facilities are located in South Korea, France, the Czech Republic, and China.</p> <p>Bobcat® leads the industry in the design, manufacture, marketing, and distribution of compact equipment for a wide range of industries, including construction, rental, landscaping, agriculture, grounds maintenance, government, utilities, industry, and mining. Our mission is to empower customers to work more efficiently and effectively. Since adopting the Bobcat name in 1962, the brand has become synonymous with durability and dependability. Our tough, versatile, and agile Bobcat® equipment has earned its reputation as "One Tough Animal," thanks to its proven reliability. Bobcat® remains committed to delivering the best compact equipment in the industry.</p> <p><b>Core Values and Business Philosophy</b></p> <p>The people of Bobcat® practice the nine core values of the Doosan Credo. We practice the nine core values everywhere we operate, every day, to build a "Proud Global Doosan". These values guide the way we do business, the way we treat each other and the way we work with all of our partners. The nine core values are as follows:</p> <ul style="list-style-type: none"> <li>• People</li> <li>• Inhwa</li> <li>• Profit</li> <li>• Cultivating People</li> <li>• Customers</li> <li>• Integrity &amp; Transparency</li> <li>• World-class Technology &amp; Innovation</li> <li>• Safety &amp; Environment</li> </ul> <p>Our growth plans are etched in the following:</p> <ul style="list-style-type: none"> <li>• Brand Excellence</li> <li>• Innovation Leadership</li> <li>• Powered by People</li> <li>• Community Partnership</li> </ul>
12	What are your company's expectations in the event of an award?	<p>Upon receiving the award, Bobcat® will leverage the Sourcewell Contract to further expand, market, train, and solidify our leadership across North America. We will focus on building and strengthening relationships within the SLED (State, Local, and Education) sectors, driving market share growth, increasing revenue, and enhancing brand recognition.</p> <p>Strategically, our organization will work to become the fastest-growing provider of grounds maintenance equipment. This effort will be led by a unified Bobcat® team consisting of the Corporate Government Sales Team, Corporate Field Sales Staff, Marketing Group, and Service Staff, in collaboration with our world-class dealer network. Regular training, communication, and support from our corporate marketing resources will be key to increasing brand exposure for both Bobcat® and Sourcewell.</p> <p>Our comprehensive sales and marketing plan will include a strong presence at trade shows, active participation in industry associations, robust print and digital marketing, and direct, face-to-face engagement with customers wherever possible. This coordinated effort will ensure Bobcat continues to grow in brand awareness and market leadership.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Our current corporate family rating (CFR) is a Ba3 primarily reflects our company's dominant position in the portable power, compact farm and construction equipment market throughout North America. Our CFR is supported by the company's healthy financial leverage, consistent positive free cash flow and very good liquidity. Term Loan B (TLB) bond rating is Ba3/BB. Please see attached .ZIP "Financials" for financial statements and credit references.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>Since introducing the Bobcat Compact Tractors in 2019 Bobcat has been able to capture approximately 5% of the US Market Share. Bobcat Zero Turn Mowers were introduced in 2021, currently capturing approximately 2% Market Share. We anticipate our share to continue to grow as the brand is established in the marketplace. The other proposed product lines are not reported to AEM but our brand is well represented in the US.</p>

15	What is your Canadian market share for the Solutions that you are proposing?	Since introducing the Bobcat Compact Tractors in 2019 Bobcat has been able to capture approximately 5% of the Canadian Market Share. Bobcat Zero Turn Mowers were introduced in 2021, currently capturing approximately 1% Market Share. We anticipate our share to continue to grow in Canada as we continue to leverage the Canoe/Sourcwell Contracts.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Doosan Bobcat North America, Inc. has not petitioned for bankruptcy protection.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Doosan Bobcat North America, Inc. is the Manufacturer of Bobcat® Grounds Maintenance Equipment.  Our dealers are independently owned and operated, and are not subsidiaries of Doosan Bobcat North America, Inc. Each year, these dealers enter into agreements with Doosan Bobcat North America, Inc. to align with our mission, vision, values, and growth objectives.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Doosan Bobcat North America, Inc holds the current business licenses to operate throughout North America and pertinent certifications to be compliant with the EPA, OSHA, ISO and LEED etc. in order to to market, manufacture, and sell the compact equipment throughout North America and globally.  Please see attached .ZIP "Certificates" for Certifications and Corporate Sustainability Report.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None. Doosan Bobcat North America, Inc. has does not have any current or past debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2024 Awards and Recognition <ul style="list-style-type: none"> <li>o CES Sustainability, Eco-Design &amp; Smart Energy – Bobcat S7X</li> <li>o CES Smart Cities Award – Bobcat S7X</li> <li>o AE50 – Bobcat Premium Power Performance</li> <li>o Fast Company Most Innovative Companies</li> <li>o Green Industry Pros Mower Madness – Bobcat ZT5000</li> <li>o Asphalt Contractor 2024 Top 30 Products Award – Bobcat Super-Flow Planer Attachment</li> <li>o Concrete Contractor 2024 Top Products Award – Bobcat Super-Flow Planer Attachment</li> <li>o Pavement Maintenance &amp; Reconstruction Top 25 Pavement Maintenance Products – Bobcat S7X</li> </ul> 2023 Awards and Recognition <ul style="list-style-type: none"> <li>o Fast Company World Changing Ideas - Bobcat T7X</li> <li>o Green Industry Pros 2023 Editor's Choice Awards – Bobcat ZT6200 autonomous zero-turn mower</li> <li>o Equipment Today Contractor's Top 50 Products – Bobcat S7X skid-steer loader</li> <li>o Diesel Progress Summit Awards – Bobcat T7X compact track loader</li> <li>o Rental Magazine 2023 Editor's Choice Award – Bobcat S7X skid-steer loader</li> <li>o Construction Equipment Top 100 New Products of 2023 Award – TL519 telehandler</li> <li>o Construction Equipment Top 100 New Products of 2023 Award – AT450 articulating tractor</li> <li>o Construction Equipment Top 100 New Products of 2023 Award – Light Compaction</li> <li>o Compact Equipment Innovative Iron Awards – L95 compact wheel loader</li> <li>o Heavy Equipment Guide's 2023 Top Introductions – L95 compact wheel loader</li> <li>o Heavy Equipment Guide's 2023 Prototypes – Bobcat S7X skid-steer loader</li> <li>o Heavy Equipment Guide's 2023 Prototypes – Bobcat RogueX concept loader</li> </ul>	*

		<ul style="list-style-type: none"> <li>o Roads &amp; Bridges 2023 Contractor Choice Award – Nitrogen breaker attachment</li> <li>o Roads &amp; Bridges 2023 Contractor Choice Award – E88 compact excavator</li> <li>o Roads &amp; Bridges 2023 Contractor Choice Award – S86 skid-steer loader</li> <li>o Roads &amp; Bridges 2023 Contractor Choice Award – Sweeper attachment</li> </ul> <p>2022 Awards and Recognition</p> <ul style="list-style-type: none"> <li>o Potentica Award - Bobcat T7X</li> <li>o Advocacy Award Honorees: Gold - Bobcat Corporation</li> <li>o Innovative Iron Awards - Bobcat T7X</li> <li>o Top 100 Products of 2022 - UW53 &amp; UW56 Toolcats</li> <li>o Top 100 Products of 2022 - E1e Compact (Mini) Excavator</li> <li>o Top 100 Products of 2022 - E32 &amp; E35 Compact Excavators</li> <li>o Top 100 Products of 2022 - TL723 &amp; TL923 Telehandlers</li> <li>o Top 100 Products of 2022 - E10e Electric Compact Excavator</li> <li>o Innovation Award - Bobcat Corporation</li> <li>o CES Vehicle Intelligence and Transportation Award - Bobcat T7X</li> <li>o CES Smart Cities Award - Bobcat T7X</li> <li>o Contractors' Top New Products Award - Bobcat T7X</li> <li>o Contractors' Top New Products Award - Bobcat T7X</li> <li>o Green Industry Pro Editor's Choice Award Winner - Machine IQ Mobile App</li> <li>o Global Communications Competition: Gold - Bobcat Communications</li> <li>o National Investors Hall of Fame - Cyril and Louis Keller</li> <li>o Top 50 Places to Work - Bobcat Headquarters</li> <li>o Rental Editor's Choice Awards - Bobcat T7X</li> </ul> <p>2021 Awards and Recognition</p> <ul style="list-style-type: none"> <li>o 2021 Highest Retained Value Award (HRVA)</li> <li>o 2021 Contractors' Top 50 New Products - L23 and L28 Small Articulated Loaders</li> <li>o Rental Editor's Choice Award: T62 and S62 R-Series loaders</li> <li>o Construction Equipment Top 100 New Product Award: S62 and T62R R-Series loaders</li> <li>o Equipment Today 50 New Products: L23 and L28 small articulated loaders</li> <li>o Roads &amp; Bridges Contractor's Choice Award: Sweeper attachment</li> <li>o Green Industry Pros Mower Madness Champ: ZT7000 mower</li> <li>o Green Industry Pros 2021 Editor's Choice Award: ZT7000 mower</li> <li>o CES Innovation Awards in the categories of Vehicle Intelligence &amp; Transportation and Smart Cities: T7X all-electric compact track loader</li> <li>o Equipment Watch Highest Retained Value: Compact track loaders and small skid-steer loaders</li> <li>o Compact Equipment 2021 Innovative Iron Award: E88 R-Series compact excavator</li> <li>o AEM 2021 Gold Award Winner</li> </ul> <p>2020 Awards and Recognition</p> <ul style="list-style-type: none"> <li>o Equipment Watch 2020 Lowest Cost of Ownership Award — T590 compact track loader and S70 skid-steer loader</li> <li>o Equipment Watch 2020 Highest Residual Value Award — S70 skid-steer loader</li> <li>o Green Industry Pros Editor's Choice Award - L23 and L28 small articulated loaders</li> <li>o Landscape Business Twenty for 2020 New Product Award - R-Series loaders</li> <li>o Equipment Today 2020 Contractors' Top 50 New Products - R-Series T76 and S76 compact loaders</li> <li>o Innovation Leader 2020 Impact Award - Features On Demand</li> <li>o Equipment Watch 2020 Lowest Cost of Ownership Award - T500 compact track loader and S70 skid-steer loader</li> <li>o Construction Equipment Top 100 Product Awards for the E165 Excavator, the V923 Telehandler and the E42 / E50 R Series excavators</li> </ul>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Our sales to all government customer types represents approximately 8-10% of our total sales.	*
22	What percentage of your sales are to the education sector in the past three years?	Our sales to the education sector represents approximately 3% of our total government sales.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	See attached .ZIP "Additional Documents" Folder: Contract List for the list of Doosan Bobcat North America, Inc.'s cooperative purchasing agreements and sales volume.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Doosan Bobcat North America, Inc. does not currently hold a GSA Contract.  Bobcat will continue to provide equipment for purchase orders to support Military Installations through Sourewell's Intergovernmental Support Agreement (IGSA).	*

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Virginia State Parks	Sandy O'Bier	804-462-5030	*
City of Akron	Sarah King	330-375-2060	*
City of San Diego	Ralph Monroy	619-980-4664	*

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	



<p>26</p>	<p>Sales force.</p>	<p>The Bobcat® Government Accounts Team operates as a highly structured and collaborative organization, dedicated to supporting government customers and simplifying public procurement through cooperative contracts. With a clear organizational framework and a commitment to excellence, Bobcat ensures a seamless experience for government buyers across the country.</p> <p>Government Accounts Team: At the core of the operation is the Government Accounts Team, which is led by a Senior Director of Strategic Accounts. This team includes, four Government Account Managers, who focus on building and maintaining strong relationships with government customers and six Government Sales Operations Specialists, providing essential support to streamline processes and reporting to a Sales Support Manager of Government Accounts.</p> <p>Construction Sales Support: To address the diverse needs of government customers, Bobcat Full-Line Dealerships receive dedicated support from a Vice President of Construction Sales. This leadership is further supported by eight Regional Directors and 35 District Managers, ensuring localized attention and expertise across various territories.</p> <p>Grounds Maintenance Sales Support: For government customers focused on grounds maintenance, Bobcat offers specialized support through a Vice President of Grounds Maintenance Products. This structure includes four Regional Directors, a Director of Strategic Sales, and 30 District Managers, all focused on delivering tailored solutions for grounds maintenance needs.</p> <p>Dealer Network: Bobcat's internal sales organizations collaborate with a robust dealer network to extend their reach and expertise. This network comprises of over 1,500 independent Bobcat Product Dealer locations and more than 3,500 dealer sales staff. Together, these teams work closely with government customers to ensure a world-class customer experience, championing the government sales process within their respective territories.</p> <p>Training and Development: The success of Bobcat's government sales efforts is underpinned by a commitment to professional development. The Bobcat Training Organization, led by a Director of Product Training, plays a crucial role in preparing sales professionals for success. This organization includes 24 Product Trainers, dedicated to teaching, mentoring, and supporting the sales force. Their efforts ensure that Bobcat sales professionals are equipped with the knowledge and skills to serve government customers effectively.</p> <p>Commitment to Excellence: Bobcat's deep understanding of government sales and procurement positions the organization as a trusted partner for public entities. The team's dedication to professionalism and efficiency drives their mission to enhance public procurement processes through cooperative contracts and serve government customers with unparalleled expertise and attention.</p> <p>As stewards of the Bobcat® brand, the Government Accounts Team remains committed to fostering growth in cooperative contract purchasing and delivering exceptional value to government customers. Through collaboration, training, and an unwavering focus on customer satisfaction, Bobcat continues to set the standard for excellence in government sales.</p> <p>(See attached .ZIP "Additional Documents" Folder: Dealer List and Territory Map for supporting documents.)</p>
<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>Bobcat® has the most extensive compact equipment dealer/distribution network in the world. Some 1,500+ independent Bobcat® Dealers and 3,500 dealer sales specialists throughout North America that back each piece of Bobcat® equipment, serving thousands of customers, with local sales, service, parts, lease and rental. Bobcat® Product Dealers are known for their dedication to providing world class sales and customer service to ensure long lasting relationships and providing reliable equipment performance.</p>

28	Service force.	<p>The Bobcat Service Organization is designed to deliver exceptional support to Bobcat dealerships and their service teams, ensuring operational efficiency and a high level of customer satisfaction across the network.</p> <p>The leadership includes Vice President of Parts and Service and Director of Service. Reporting to Directory of Service is the Directory of Field Product Support, overseeing 7 Regional Support Managers.</p> <p>Districts are supported by the Regional Support Managers lead 43 District Parts and Service Managers who provide direct, localized support to dealerships and service teams.</p> <p>The Service Department backs 1,500 dealerships and works with over 2,000 dealership service employees, ensuring each has the necessary resources, training, and support to deliver exceptional service.</p> <p>This streamlined structure allows the Bobcat Service Department to provide top-tier service and field support, fostering strong relationships with dealerships while ensuring that the right expertise is available where it's needed most. Through this collaborative approach, Bobcat continues to deliver unparalleled support across its vast network of dealers and customers.</p> <p>(See attached .ZIP "Additional Documents" Folder: Dealer List and Territory Map for supporting documents.)</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The ordering process for Bobcat® products is designed for flexibility and efficiency, utilizing our extensive network of authorized dealers while allowing customers to work directly with Bobcat as well. Here's an overview of how the process works:</p> <p><b>Customer Contact and Quoting:</b> Customers have the option to work directly with Bobcat® or with a local authorized Bobcat® dealer for quotes and order placement. Bobcat® Government Accounts Team provides expertise in contract compliance and Sourcewell details, supporting both direct and dealer-assisted quoting. All quotes are thoroughly inspected for accuracy and kept for documentation purposes.</p> <p><b>Order Placement, Billing, and Confirmation:</b> Once a quote is approved, customers can choose to be billed either by Bobcat® or the dealer, depending on their preference. The dealer or Bobcat® representative will confirm the order details, ensuring that all contract terms and pricing are accurately applied. Bobcat supports the process with real-time product availability and inventory management.</p> <p><b>Pre-Delivery Inspection and Delivery Coordination:</b> For each order, the dealer performs a comprehensive pre-delivery inspection to ensure all equipment is in optimal condition prior to delivery. The dealer then coordinates with Bobcat® logistics team for timely and efficient delivery to meet customer needs.</p> <p><b>Training and After-Sales Support:</b> Upon delivery, dealers provide initial operator and maintenance training to ensure a smooth onboarding experience. Bobcat® also offers additional resources, including technical support and warranty services, to both the dealer and customer as needed.</p> <p>This flexible ordering structure, allowing either direct or dealer-assisted engagement, enables Bobcat® and its dealers to deliver a seamless, customer-centric experience with personalized service, accurate documentation, and ongoing support.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Bobcat® is committed to creating a world-class customer experience. Customer service matters are addressed through multiple levels of support: starting with our authorized dealers, and extending to territory service managers, territory sales managers, and our corporate dealer call center. We handle each issue diligently and promptly. When necessary, customer concerns are escalated to account managers, regional directors, or the Director for resolution.</p> <p>Our goal is to deliver exceptional customer service by providing timely solutions. We strive to resolve or direct resolution within 24 hours, if not sooner, to ensure a truly world-class experience for every customer.</p>

31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	Bobcat® Government Accounts Team, internal sales and support professionals, field staff, and dealer sales specialists across North America, work with government customers to support more than 1,500 independent Bobcat® Product Dealer locations. As stewards of Bobcat®, our government customers, and the growth of cooperative contract purchasing, our sales force advocates the government sales process within their respective territories. Our focus on teaching, training, mentoring, and developing ensures a successful government sales business model. Well-versed in government sales, our team, in collaboration with our dealers, is prepared to serve government customers efficiently, enhancing public procurement processes through contract utilization.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>Bobcat® Government Accounts Team, internal sales and support professionals, field staff, and dealer sales specialists across North America, work with government customers to support more than 1,500 independent Bobcat® Product Dealer locations. As stewards of Bobcat®, our government customers, and the growth of cooperative contract purchasing, our sales force advocates the government sales process within their respective territories. Our focus on teaching, training, mentoring, and developing ensures a successful government sales business model. Well-versed in government sales, our team, in collaboration with our dealers, is prepared to serve government customers efficiently, enhancing public procurement processes through contract utilization.</p> <p>Bobcat® is also committed to working alongside the Canoe Procurement Group to extend the benefits of the Sourcwell contract. This partnership allows us to provide even greater value to public sector clients across Canada, including provincial, municipal, education, non-profit, and Indigenous government entities. By leveraging this collaboration, we aim to enhance procurement efficiency and drive value for our Canadian customers.</p> <p>We are dedicated to supporting the Canadian public sector through these strategic partnerships and extending the benefits of Sourcwell contracts to federal customers where applicable, ensuring that they can access Bobcat® trusted equipment and services seamlessly.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Bobcat® does not have any areas of the United States or Canada that it cannot fully serve.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Bobcat® is committed to extending the benefits of the awarded Sourcwell contract to both members and non-members, encouraging additional membership across all sectors of the SLED (State, Local, and Education) market, as well as to non-profit and tribal government entities throughout North America. Additionally, we will make this contract accessible to federal customers wherever permissible, utilizing Sourcwell's IGSA Program, maximizing its reach and impact to enhance public sector procurement efficiency.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bobcat® will service all Sourcwell members and market segments throughout North America including Alaska, Hawaii, and all US Territories. Additional freight when using a freight forwarder will be added to the quote for the additional shipping charges either door to door and/or door to port depending on the customer's needs.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Bobcat® is committed to extending the terms of any awarded master agreement to nonprofit entities. We understand the importance of providing accessible and efficient procurement solutions to support the needs of nonprofit organizations. By including nonprofits in the scope of our agreements, we aim to deliver value through our products and services, empowering these entities to achieve their operational goals effectively.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Bobcat® is committed to a comprehensive marketing strategy for promoting the Sourcewell contract across Canada and the United States. We intend to utilize multiple channels to maximize visibility and adoption of the contract by government customers and other public sector entities. Here's how we plan to execute this strategy:</p> <ul style="list-style-type: none"> <li>• Internal and Field Promotions: Our internal and field staff actively promote Sourcewell contracts in their communications with government customers and dealers.</li> <li>• Dedicated Marketing Resources: We have allocated specific marketing staff and budget for the creation of promotional materials, ensuring they are current and compliant with brand guidelines. These materials include Sourcewell logos and contract numbers</li> <li>• Diverse Marketing Tactics: Our tactics include Print Media, Digital Media, Online Display Ads, E-Blasts, E-newsletters, and robust Social Media campaigns across LinkedIn, Instagram, Facebook, and more. We utilize brand ambassadors like Chip Gaines, Ryan Nyquist, Justin Moore, and Rick &amp; Julie Kreuter to engage with a broad audience and strengthen our brand presence.</li> <li>• Trade Show and Association Event Presence: We maintain a strong Bobcat® presence at key industry trade shows and association events, both virtual and in-person, including NRPA, APWA PWX, NIGP, National League of Cities, and Sourcewell H2O, among others. This gives us the opportunity to promote the Sourcewell contract directly to public sector decision-makers.</li> <li>• Bobcat® DealerNET Access: Our DealerNET platform provides dealers with government sales tools, including explanations of Sourcewell contract benefits, product offerings, and key contacts for quoting and ordering inquiries.</li> <li>• Comprehensive Training Programs: We offer structured training programs, such as Bobcat® Bootcamp for new dealer sales representatives, RPM Attachment Schools, and Field Marketing Meetings, to ensure our field staff, dealers, and distributors are well-prepared to advocate for Sourcewell.</li> <li>• Thought Leadership and Speaking Engagements: We participate in speaking engagements, like the NCPP and the Park &amp; Recreation Summit, and contribute thought leadership articles for publications and social media. These efforts highlight Bobcat® commitment to being a leader in the industry and promoting Sourcewell contracts as the go-to procurement solution.</li> <li>• Expanding the Dealer Network: We continue to expand our Bobcat® Dealer Network to improve accessibility and support for government customers across North America.</li> <li>• For more information on our government solutions and to get in touch with our Government Sales Team, please visit: Bobcat® Government Sales or contact us directly through Contact Government Sales.</li> </ul> <p>Through this multifaceted approach, we ensure a strong and effective promotion of the Sourcewell contract to drive awareness and adoption across both Canada and the United States, delivering value and streamlined procurement options to government customers at every level. (See attached .ZIP "Marketing" for Marketing Materials)</p>
<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Bobcat® leverages technology and digital data to optimize our marketing efforts across the United States and Canada. By analyzing contract usage data in both regions, we identify key opportunity areas and implement targeted marketing tactics to effectively engage these markets.</p> <p>Our social media strategy includes a robust presence on platforms like LinkedIn, Facebook, Instagram, and Twitter. We feature prominent brand ambassadors such as Chip Gaines, Ryan Nyquist, Justin Moore, and Rick &amp; Julie Kreuter, who help us connect with a broader audience and drive awareness of Sourcewell contracts across various sectors. To maximize engagement, we continually refine our campaigns using metadata and user analytics, ensuring that our content is relevant and impactful.</p> <p>In addition to social media, our comprehensive digital marketing approach includes Digital Media, Online Display Ads, E-Blasts, E-Newsletters, and other digital tools. These channels allow us to enhance our brand presence, raise market awareness, and promote valuable sales tools and programs that enable our customers to purchase quickly, efficiently, and at a competitive value. This dynamic strategy is fully integrated with Sourcewell's messaging and goals, amplifying the impact for both Bobcat and Sourcewell members.</p> <p>Through these efforts, we aim to maximize exposure and drive the adoption of Sourcewell contracts, solidifying our commitment to delivering exceptional value and streamlined procurement solutions for public sector customers.</p>

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>In our view, Sourcewell plays a vital role in promoting agreements resulting from this RFP by providing credibility, visibility, and access to a vast network of public sector members across both the United States and Canada. Sourcewell's established reputation and membership base allow us to reach a wider audience and offer streamlined procurement solutions that align well with Bobcat® objectives to deliver efficient and valuable services to government customers throughout North America.</p> <p>Upon being awarded a Sourcewell agreement, we will integrate it as a central component of our sales process. This includes training our internal sales team, corporate field staff, and dealer network to prioritize Sourcewell in their customer interactions. By leading with Sourcewell as the preferred contract vehicle, we ensure that government customers in both countries benefit from simplified procurement and competitive pricing.</p> <p>We will also leverage Sourcewell-branded marketing materials, participate in Sourcewell-hosted events, and incorporate the agreement into our social media strategy. Our approach includes active advocacy for Sourcewell at industry trade shows and through direct customer engagement, maximizing contract awareness and adoption across the various sectors we serve in both the United States and Canada.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>At present, our products are not available through e-procurement for government and education customers. However, we are committed to advancing our technology and systems to eventually enable seamless e-procurement options. It is our goal to develop this capability, making it easier for our government customers to order products through a streamlined, digital procurement method in the future.</p>

**Table 5A: Value-Added Attributes (100 Points)**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>In September 2019, Bobcat® launched a state-of-the-art training center in Aurora, CO. This innovative facility is designed to meet the growing training needs of Bobcat®, its dealers, and customers, offering a comprehensive and dynamic product and service training experience. The Bobcat® Training Center features technical training rooms, hands-on workshop areas, a large classroom-style auditorium, and a full warehouse for equipment storage and showroom displays.</p> <p>In 2021 our Statesville, NC facility completed a \$70 million dollar expansion to allow for manufacturing GME product lines such as Compact Tractors, SAL's, MTL's, warehousing and a state-of-the-art paint and sheet metal center. The expansion also includes an outdoor training arena where dealers and customers can get a true, hands-on operator experience.</p> <p>At Bobcat®, we prioritize customer education and support. Upon delivery and receipt of new equipment, Bobcat and its dealers provide initial operator and maintenance training, ensuring customers are fully informed about the equipment's features and operations. This hands-on walk-around training adds immediate value to the customer experience.</p> <p>For ongoing education, we offer "Train the Trainer" modules on CD, which cover essential topics such as operations, safety, and maintenance. These modules enable our customers to extend training within their teams, promoting safe and efficient equipment use.</p> <p>We also offer specialized grounds maintenance equipment training to meet the specific needs of our diverse customer base and dealer network. For larger audiences or more tailored instruction, our corporate training team can provide in-depth, interactive sessions at a minimal cost (travel and materials). These sessions offer customers an opportunity for extensive training on Bobcat's full suite of equipment, ensuring they maximize productivity and safety on the job.</p>

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Bobcat® Zero-Turn Mowers and Electric Models: Launched in 2020, the Bobcat® zero-turn mowers—including our latest electric mower model—are built to deliver precision, durability, and easy maintenance.</p> <p>AirFX Deck: The AirFX deck features a deep profile for improved vacuum lift and includes bolt-on, replaceable Air-Gap baffles for efficient airflow and enhanced serviceability. The innovative bullnose design ensures grass stands up before reaching the blades, resulting in a cleaner, more precise cut.</p> <p>Electric Mower Option: Our electric zero-turn mower offers the same rugged performance with the added benefits of reduced emissions and lower operational noise. This model is ideal for grounds maintenance teams focused on sustainability and working in noise-sensitive areas.</p> <p>Easy Maintenance: A rotating bumper allows quick access to internal components for efficient tune-ups and is compatible with an additional hitch system for added versatility.</p> <p>Built to Last: The robust, dual-tube frame provides exceptional stability and durability, allowing operators to navigate the toughest turf with confidence.</p> <p>Precision in Every Detail: Our innovative, tool-free control design offers smooth and dampened controls with adjustable tracking, ensuring comfortable and precise operation.</p> <p>Bobcat Tractors: Bobcat tractors are engineered with high-performance features that allow operators to tackle a wide range of tasks with ease.</p> <p>Standard Four-Wheel Drive: All models include four-wheel drive for enhanced traction. With high ground speeds, tight turning radii, and high ground clearance, Bobcat tractors navigate challenging terrain confidently.</p> <p>Attachments and Implements: The standard three-point hitch and PTO make Bobcat tractors versatile machines. Connect Category 1 or Limited Category 1 implements for mowing, tilling, raking, grading, snow removal, and more.</p> <p>Bobcat Utility Vehicles: Bobcat utility vehicles are built for heavy-duty tasks and rugged terrain, featuring a durable clutch, tough chassis, and enhanced towing capabilities.</p> <p>Heavy Duty Clutch and Increased Tow Rating: With a stronger belt engagement system, Bobcat UTVs handle tough terrain with ease. The tow rating has increased by 25%, enabling up to 2,500 pounds of towing capacity.</p> <p>New Cab System and Maintenance Efficiency: Our optional enclosed cab offers customization options, quick installation, and improved dust and noise reduction. Bobcat UTVs are designed for easy maintenance, with quick access to key components and fewer grease points.</p> <p>Bobcat Toolcat UW56 &amp; UW53 Utility Work Machines: The Toolcat UW56 and UW53 models provide power and versatility, accommodating over 40 front attachments. The Toolcat UW53 adds compatibility with Category 1 implements in the back, making it a versatile addition to any fleet.</p> <p>Bobcat Small Articulated Loaders: Launched in 2020, these loaders combine heavy lifting capabilities with a light footprint for minimal ground disturbance, ideal for delicate surfaces and tight spaces.</p> <p>Telescopic Lift Arm and Efficient Cooling: The telescoping lift arm offers increased reach and stability, while an efficient cooling system ensures optimal performance and component protection.</p> <p>Bobcat MT100 Mini-Track Loader: The Bobcat MT100 delivers a 1,000 lb. rated operating capacity and increased breakout force, making it an ideal solution for compact work areas. With a variety of compatible attachments, the MT100 enhances productivity while minimizing ground disturbance.</p> <p>Grounds Maintenance Equipment Training: Bobcat® supports our customers with a range of training options tailored to grounds maintenance. Our Training Center in Aurora, CO, offers industry-leading product and service training, including specialized modules on zero-turn and electric mowers. We provide initial operator and maintenance training upon delivery and “Train the Trainer” modules covering operation, safety, and maintenance. Our corporate training staff also offers in-depth, interactive sessions at a minimal cost, ensuring customers have the skills needed to maximize equipment performance.</p>
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<p>43</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Bobcat® adheres to rigorous Occupational Health &amp; Safety Management standards, operating under ISO 14001 for Environmental Management and transitioning from OHSAS 18001 to the updated ISO 45001:2018 standard. These standards help control environmental risks associated with the manufacture of compact industrial, construction, and agricultural equipment at Bobcat® facilities.</p> <p>Climate Change &amp; Energy: Bobcat® is committed to addressing climate change through responsible energy use across our business value chain. We continuously strive to enhance environmental protection and awareness at our facilities by conserving energy, improving energy efficiency, and prioritizing renewable energy where feasible. Our conservation efforts extend to natural resources, increasing recycled materials usage, and implementing pollution prevention measures. Recent upgrades include LED lighting installations, LEED certifications, and plans to reduce our environmental footprint by upgrading paint lines, transitioning from LPG to natural gas, and improving overall efficiency.</p> <p>Our North American Headquarters in West Fargo, ND, and the Acceleration Center in Bismarck, ND, have both achieved LEED Certification. The Bobcat® Acceleration Center stands out as one of the few test lab facilities globally to earn this widely recognized symbol of sustainability.</p> <p>Water &amp; Waste Management: At Bobcat® we systematically track and manage water usage with a focus on reducing water withdrawal and consumption intensity. All wastewater from production processes undergoes comprehensive physical, chemical, and biological treatments before discharge to local municipalities, ensuring compliance with stormwater permit processes. Our waste management strategy emphasizes waste reduction through material conservation, recycling (including metals, oils, wood, paper, plastics, and glass), and substitution of less toxic materials. Since 2006, our Gwinner facility has been classified as a Very Small Quantity Generator (VSQG) of hazardous waste.</p> <p>In 2020, Bobcat® launched its first all-electric loader (eT76) and compact excavator (E10), which is the world's first 1-ton electric mini-excavator, at ConExpo in Las Vegas, NV.</p> <p>Doosan Portable Power Environmental Commitment: Doosan Portable Power adheres to ISO 14001:2015 Environmental Management standards, managing environmental risks associated with the manufacture of portable power equipment. Our generators are designed to exceed environmental standards, becoming industry leaders in meeting Tier 4 Final regulations to reduce emissions and fuel consumption. Our generators are among the quietest available, significantly minimizing noise pollution. We also ensure 110% fluid containment in all units, preventing fuel and oil leaks from contaminating the environment.</p> <p>(See Attached .ZIP "Certificates" for LEED Certifications of Facilities</p>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>All products offered will be compliant with the EPA (Environmental Protection Agency) Tier 4 requirements and CARB (California Air Resource Board).</p>

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>At Bobcat®, our vision, mission, and values drive us to provide world-class compact equipment, supported by a dedicated dealer network across North America and a team of skilled employees. Our solution-oriented approach in sales, rental, leasing, parts, and service ensures that we remain a market leader. Bobcat® customers trust our renowned brand for its quality and innovation, knowing they are investing in the best.</p> <p>As a global brand, we take pride in the value we deliver and the relationships we build, helping customers achieve success across sectors like construction, agriculture, landscaping, utilities, and more. Both our people and our equipment are tough, agile, and versatile, inspiring confidence on even the most challenging job sites. We lead the industry through our commitment to Brand Excellence, Innovation Leadership, Powered by People, and Community Partnership.</p> <p><b>Comprehensive Compact Equipment Portfolio</b> Our broad range of compact equipment, including skid-steer loaders, compact track loaders, mini excavators, and attachments, is specifically designed for versatility and efficiency. This makes our equipment ideal for public sector applications, from municipal services to facilities management.</p> <p><b>Cutting-Edge Innovation and Technology</b> Bobcat® remains at the forefront of industry innovation with advancements like all-electric loaders and compact excavators, reducing emissions and operational costs while enhancing performance. Our Bobcat® MaxControl telematics system offers remote operation capabilities and real-time machine insights, allowing Sourcewell entities to optimize equipment usage and maintenance.</p> <p><b>Sustainability and Environmental Responsibility</b> We are committed to environmental stewardship, demonstrated by our ISO 14001 certification and initiatives to reduce our carbon footprint. With Tier 4 Final engines that lower emissions and fuel consumption, LED lighting, and other eco-friendly upgrades, our equipment is ideal for urban and noise-sensitive environments.</p> <p><b>Unmatched Durability and Reliability</b> Bobcat® equipment is engineered to withstand the toughest conditions, offering the durability and dependability required for demanding public sector projects. High-quality components and long-lasting performance reduce downtime and repair costs, enhancing productivity.</p> <p><b>Comprehensive Support and Service Network</b> Sourcewell participants benefit from our extensive dealer network and service centers, which provide timely support, maintenance, and parts availability. Our expert team delivers responsive service tailored to the unique needs of public sector entities.</p> <p><b>Flexible Financing and Cooperative Purchasing</b> As a Sourcewell supplier, we offer competitive cooperative purchasing contracts, simplifying procurement for public sector entities. This flexibility enables Sourcewell members to maximize their budgets and invest in high-quality equipment without lengthy bidding processes.</p> <p>With these attributes, Bobcat® offers Sourcewell participants innovative, reliable, and environmentally responsible solutions, uniquely tailored to meet the needs of public sector applications.</p>
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<p>46</p>	<p>Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.</p>	<p>Bobcat® equipment is designed with comprehensive safety features to protect operators and bystanders, ensuring safe operation in diverse environments. Key safety features include:</p> <p>Emergency Stop Controls: All Bobcat® equipment includes emergency stop controls, allowing operators to immediately halt the machine in critical situations.</p> <p>Operator Presence Control (OPC): This system ensures the machine operates only when the operator is in the designated control area, reducing the risk of unintended movement.</p> <p>Roll Over Protection System (ROPS): Our machines are equipped with ROPS to protect operators in case of a rollover, minimizing the risk of injury in such events.</p> <p>Falling Object Protective Structures (FOPS): Bobcat® equipment includes FOPS to shield operators from falling debris, providing an extra layer of safety on construction and demolition sites.</p> <p>Noise Reduction Technology: Our machines are designed with advanced noise reduction technology, including quieter engines and sound-dampening components, making them ideal for noise-sensitive environments.</p> <p>Stability Control Systems: Bobcat®'s stability control systems enhance machine balance and stability, particularly on uneven or sloped terrain, reducing the likelihood of tipping or overturning.</p> <p>Warning Lights and Alarms: Visual and audible alerts notify operators of potential hazards, system issues, or maintenance needs, helping to prevent accidents and equipment damage.</p> <p>Safety Guarding: Bobcat® machines feature protective guards around moving parts and exposed components, preventing accidental contact and enhancing operator safety.</p> <p>Seatbelt and Restraint Systems: All equipment includes seatbelt and restraint systems to keep operators secure during operation, particularly in rough or unstable conditions.</p> <p>These safety features are integral to Bobcat®'s equipment design, providing operators with a secure working environment while enhancing productivity and reducing the risk of accidents on job sites.</p>
<p>47</p>	<p>Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.</p>	<p>Bobcat® equipment is designed with numerous ergonomic features to enhance operator comfort and reduce fatigue, enabling efficient and productive operation. Key ergonomic features include:</p> <p>Suspension Seating: Bobcat®'s suspension seats are designed to absorb shocks and jolts, providing a smoother ride. The swivel functionality allows operators to easily turn and monitor their surroundings without straining, enhancing visibility and comfort.</p> <p>Adjustable Seating and Controls: Operator seats and control panels are fully adjustable, allowing individuals to customize their seating position and reach controls with ease. This adaptability accommodates operators of various heights and preferences.</p> <p>Ergonomic Control Layout: Controls are strategically placed within easy reach to minimize unnecessary movements, enabling operators to comfortably access all functions without strain. The intuitive layout also enhances operational efficiency by simplifying control navigation.</p> <p>Adjustable Handles and Armrests: Bobcat® equipment includes adjustable handles and armrests that support natural hand and arm positions, reducing strain on the wrists and shoulders.</p> <p>These ergonomic features reflect Bobcat®'s commitment to operator well-being, providing a comfortable and efficient working environment that supports productivity and reduces the risk of fatigue-related injuries.</p>

<p>48</p>	<p>Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.</p>	<p>Bobcat® equipment is designed with several environmentally-friendly features that reduce emissions, conserve resources, and support sustainable practices. Key features that positively impact the environment include:</p> <p>Low-Emission Engines: Bobcat® uses Tier 4 Final engines in its equipment, significantly reducing emissions and minimizing environmental impact. These engines meet stringent EPA regulations and promote cleaner air quality.</p> <p>Battery-Powered and Electric Models: Bobcat® offers fully electric equipment, such as the T7X and ZT6000E. These electric models produce zero emissions, reduce noise pollution, and lower operating costs, making them ideal for urban and indoor environments.</p> <p>Eco-Mode Settings: Many Bobcat® machines feature eco-mode options, allowing operators to reduce fuel consumption and emissions during low-demand tasks. This not only conserves energy but also extends equipment life.</p> <p>Smart Technology for Efficient Operation: With advanced telematics systems like Bobcat® MaxControl, operators can monitor equipment performance in real-time, optimize usage, and reduce unnecessary fuel consumption. These smart systems help track and minimize environmental impact.</p> <p>LED Lighting: Bobcat® facilities incorporate energy-efficient LED lighting, reducing electricity consumption and greenhouse gas emissions associated with traditional lighting methods.</p>
<p>49</p>	<p>Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)</p>	<p>Bobcat® equipment is designed with a focus on serviceability, ensuring ease of maintenance, readily available parts, and robust support to keep operations running smoothly. Key serviceability features include:</p> <p>Readily Available Parts: Bobcat® maintains a comprehensive parts distribution network, ensuring that replacement parts are readily available across North America. This minimizes downtime and helps Sourcewell participants get the necessary components quickly.</p> <p>Extended Warranty Options: Bobcat® offers standard warranties on all equipment, with the option to extend coverage for additional peace of mind. Our warranties cover a wide range of components, ensuring long-term protection and cost-effective maintenance.</p> <p>Technical Support and Expertise: Bobcat® provides expert technical support through our extensive network of certified dealers and service centers. Our trained technicians are available to assist with troubleshooting, repairs, and preventive maintenance, ensuring that customers have access to knowledgeable support when needed.</p> <p>Ease of Maintenance: Bobcat® equipment is designed for easy access to key components, allowing operators and technicians to perform routine maintenance tasks with minimal effort. Features such as centralized grease points, easy-access filters, and tool-less panels simplify upkeep, reducing maintenance time and costs.</p> <p>Comprehensive Service Network: Bobcat® offers a robust service network that provides quick access to parts, service, and support. Our dealers are equipped to handle everything from routine maintenance to complex repairs, ensuring that customers receive timely assistance.</p> <p>Proactive Maintenance Programs: Bobcat® offers preventive maintenance programs tailored to specific equipment needs. These programs help identify potential issues before they become problems, extending equipment life and improving operational efficiency. These serviceability features are designed to ensure that Bobcat® equipment remains reliable, easy to maintain, and fully supported throughout its lifecycle, enabling Sourcewell participants to maximize uptime and maintain productivity.</p> <p>(See attached .ZIP "Additional Documents" Folder: Warranty Policy for supporting documents.)</p>

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Bobcat does not qualify for any of these certifications, however, when appropriate Bobcat Company utilizes strategic partnerships for sourcing, services, and sales in order to meet Supplier Diversity Plans, Small Business Subcontracting Plans, and key Socio Economic/Small Business procurement objectives. Our organization does have an annual Small Business Contracting Plan and have goals to meet utilizing strategic partnerships for sourcing and sales in order to meet Supplier Diversity Plans.
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Doosan Bobcat North America, Inc. does not qualify.
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Doosan Bobcat North America, Inc. does not qualify.
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Doosan Bobcat North America, Inc. does not qualify.
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Doosan Bobcat North America, Inc. does not qualify.
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Doosan Bobcat North America, Inc. does not qualify.
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Doosan Bobcat North America, Inc. does not qualify.
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Doosan Bobcat North America, Inc. does not qualify.
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Doosan Bobcat North America, Inc. does not qualify.

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Net 30. No prompt payment discounts are currently offered.  Acceptable payment methods are check, ACH, EFT, and credit card.  In the event of delinquent customer payments, Doosan Bobcat Company reserves the right to charge the customer interest on the delinquent invoices up to but not to exceed 10%.
60	Describe any leasing or financing options available for use by educational or governmental entities.	Bobcat® offers competitive leasing options, including tax-free municipal leasing and a variety of flexible financing terms, available through authorized dealer locations. Financing is also accessible via trusted third-party partners such as Wells Fargo, PNC, and NCL Government Capital, providing Sourcewell participants with a range of solutions to fit their financial needs.

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Our standard transaction documents include quote templates with itemized cost to include the standard equipment and any related surcharges, factory installed options, any dealer installed options, freight, Dealer PDI, Dealer assembly charges and any other cost associated with the transaction. Quote date, quote number, Agency Name, Point of Contact information and delivering dealer will be displayed on the quote. Sourcewell contract number as well as member number will also be reflected on the quote. Invoices will reflect the itemized quote making it easy for the customer to cross reference.  (See attached .ZIP "Transaction Docs" for example of Quotes and Invoices)	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Bobcat® and its dealers will accept government purchase cards to satisfy payment requirements. Although it is not common practice currently, Bobcat® and its dealers reserve the right to charge the applicable credit card fee that is appropriate and coincides with the amount of purchase.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Bobcat® pricing model is ceiling-based, starting with a specified percentage discount off the manufacturer's suggested list price for each product category. Canadian pricing can be determined by applying the current exchange rate and any applicable taxes. Any additional Sourcewell approved charges such as Freight PDI and Assembly will be included on the quote. SKU numbers not available, but Part Numbers will be listed in the Price Pages  (See attached .ZIP "Price Pages" for our Proposed Pricing and Discount Percentages.)	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Below are the Percentage Discounts off of our most current Suggested List Price. Discounts are applied to the Base Machine and Factory Installed Options of each Product Line.  Small Articulating Loaders (SAL) 24.0% SAL Attachments 24.0% Compact Excavators 24.0% Mini Track Loaders (MTL) 24.0% MTL Attachments 24.0% Toolcat 20.0% Toolcat Attachments 24.0% Compact Tractors/Utility Tractors 20.0% Compact Tractor/Utility Tractors Attachments 24.0% Articulating Tractors & Attachments 20.0% Utility Vehicles 20.0% Bobcat® Mowers 22.0% RYAN Turf Equipment & Attachments 16.0% Steiner Tractors & Attachments 16.0% Compaction Equipment 20.0% Turf Renovation 16.0%  (See attached .ZIP "Price Pages" for our Proposed Pricing and Discount Percentages.)	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are available for Bobcat® equipment. For example, orders of three or more like models, factory-installed options, or attachments are eligible for additional discounts starting at 1% off the list price and may also include reductions in freight costs.  Throughout the contract term, Bobcat® will offer additional discount incentives based on factors such as production capacity, promotional discount programs, and opportunities to expand market share. These flexible discount options are designed to provide greater value to participating entities as market conditions evolve.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Bobcat® permits the inclusion of "sourced" goods, products, related services, or "open market" items, as well as "nonstandard options," on quotes and orders for Sourcewell members. These items will be priced at the dealer cost plus up to a 24% markup. For transparency and record-keeping, the dealer invoice will be collected and retained for reference.	*



67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The total cost of acquisition may include additional items such as freight, dealer installation of parts and accessories, setup, pre-delivery inspections, environmental disposal fees, material surcharges, freight forwarding and air freight costs, final destination charges, service plans/contracts, extended warranties, or Protection Plus coverage. Installation costs are determined based on the local dealer's shop and labor rates.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs, which vary based on product type, size, and weight, will be itemized on the quote and are to be paid by the customer unless otherwise specified in the agreement. Units will generally be shipped from the factory to the nearest assigned dealer for pre-delivery inspection and parts/accessory installation. In the event of unforeseen circumstances, adjustments to this procedure may be made as necessary. The dealer will coordinate with the customer to arrange final delivery within the agreed-upon delivery timeline.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, remote areas of Canada, or offshore locations, the customer will be responsible for additional charges related to freight, air freight, sling loads, barges, ferries, freight forwarding, and cargo containers. All additional charges will be reviewed and approved by the customer prior to finalizing the order. Bobcat® is committed to working closely with customers to accommodate any preferred delivery methods they specify, ensuring a smooth and efficient delivery process.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In the event of a unique delivery requirement beyond the standard methods, Bobcat® will collaborate closely with the customer to identify the most efficient and cost-effective delivery solution. Our goal is to ensure flexibility and accommodate any specific needs to facilitate a seamless delivery experience.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>From the inception of the contract, Sourcewell-specific price pages, dealer memoranda of instruction, and ordering guidelines will be distributed to all Bobcat® dealers and distributors by the Bobcat® Government Sales Office. These materials ensure that each dealer is equipped with the latest pricing, discount structures, and compliance information necessary for consistent quoting.</p> <p>All pricing and discounts will be entered into the Bobcat® Quote and Order System and the Contract Management System to uphold the integrity of contract discounts and ensure quoting consistency in line with the awarded contract terms. Each order will then be verified and processed by the Bobcat® Government Sales Operations team, further ensuring consistency and adherence to audit compliance standards.</p> <p>To support thorough tracking and accurate reporting, Sourcewell contract quotes and sales orders will be documented in an internal retail report. This system allows for easy access, filtering, and analysis of sales data, facilitating efficient quarterly reporting to Sourcewell and the timely remittance of administrative fees. Our structured approach ensures that Sourcewell participating entities receive accurate pricing and that all contractual obligations are met throughout the contract lifecycle.</p>	*

72	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>If awarded an agreement, Bobcat® will track several key internal metrics to evaluate the success of our partnership with Sourcewell. These metrics will include:</p> <p>Market Share by Product Line: We will monitor the market share across all product lines. This data will help us understand our competitive position and identify growth opportunities within each category.</p> <p>Sales Performance by Region: Contract performance will be analyzed at the state, county, and regional levels to identify where our products are most successful and where there may be opportunities for expansion. This geographic breakdown allows us to tailor our strategies to specific areas and better support the needs of Sourcewell members in different locations.</p> <p>Sales Volume and Revenue Growth: We will track sales volume and revenue growth under the Sourcewell contract to measure overall financial success. This includes monitoring monthly and quarterly sales trends to identify patterns and make data-driven adjustments to our sales and marketing efforts. Customer Satisfaction and Retention Rates: We will collect feedback from Sourcewell members to gauge customer satisfaction and track retention rates. This information helps us ensure that our products and services consistently meet or exceed expectations, leading to long-term relationships.</p> <p>Discount Utilization and Incentive Effectiveness: We will monitor the use of contract-specific discounts and incentives to evaluate their impact on Sourcewell member participation. This analysis will help us understand which incentives are most effective in supporting budget-constrained customers and meeting competitive market demands.</p> <p>Administrative Fee Reporting and Compliance: To maintain transparency and ensure compliance, we will track and report administrative fees collected under the agreement. Regular audits will be conducted to ensure that fees are accurately calculated and remitted in accordance with contract terms.</p> <p>Marketing Plan Results: Media Metrics such as Print Ads, eBlasts, Click Rates, Bounce Rates, Form Submissions and Impressions.</p> <p>By consistently reviewing these metrics, Bobcat® will be able to assess the effectiveness of our Sourcewell agreement, adapt our strategies as needed, and continuously enhance our service to Sourcewell members.</p>
73	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>Bobcat® proposes an administrative fee structure of no more than three quarters of one percent or 0.75%. The proposed discounts offered will allow Doosan Bobcat® to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity.</p>

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>The pricing offered in response to this RFP was strategically designed to capture the interest of Bobcat Executives and authorized Bobcat® dealerships. This approach aims to generate the necessary buy-in for additional corporate and dealer network support and resources. Our proposed pricing is made up of the most aggressive discounting across our cooperative contract portfolio. In addition to these discounts proposed, we have additional programs and incentives to further strengthen the Sourcwell contract acceptance both internally and externally.</p> <p>Our ceiling-based pricing strategy ensures that our discount structure provides the best value, allowing for greater flexibility, enhanced volume discount considerations, sales programs, and responsiveness to market conditions. This allows us to offer more competitive discounts as needed to accommodate the current economic climate, customer budgets, and specific situations.</p>

**Table 8A: Depth and Breadth of Offered Solutions (200 Points)**

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Bobcat®'s product lines align closely with the scope of this Sourcwell RFP. We offer a comprehensive range of products available for sale, lease, and rental, including Bobcat® Small Articulated Loaders, Bobcat® Mini-Track Loaders, Bobcat® Utility Work Machines (Toolcat®), Bobcat® Compact and Utility Tractors, Bobcat® Utility Vehicles, Bobcat® Zero-Turn Mowers, Bobcat® Articulating Tractors, Bobcat® Turf Equipment, Steiner® Tractors, and Ryan® Turf Renovation Equipment. This portfolio also includes a wide selection of attachments, implements, accessories, parts, and warranty/extended warranty options.</p> <p>As we continue to expand our grounds maintenance offerings, we plan to introduce additional products to meet evolving market needs, leveraging both organic growth and strategic acquisitions to strengthen our position and enhance value for Sourcwell members.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Attachments, Implements, Parts, and associated warranty/extended warranties.</p> <p>Other value-added product lines under the Doosan Bobcat North America, Inc. umbrella include: Medium-Duty Construction Equipment, Material Handling, Power Generation and Portable Construction Equipment.</p>

**Table 8B: Depth and Breadth of Offered Solutions**

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	<input checked="" type="radio"/> Yes <input type="radio"/> No	Below are the Product Lines that fit the respective categories for lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal. <ul style="list-style-type: none"> <li>• Small Articulating Loaders (SAL)</li> <li>• SAL Attachments</li> <li>• Mini Track Loaders (MTL)</li> <li>• MTL Attachments</li> <li>• Toolcat</li> <li>• Toolcat Attachments</li> <li>• Compact Tractors/Utility Tractors</li> <li>• Compact Tractor/Utility Tractors Attachments</li> <li>• Articulating Tractors &amp; Attachments</li> <li>• Utility Vehicles</li> <li>• Bobcat® Mowers</li> <li>• RYAN Turf Equipment &amp; Attachments</li> <li>• Steiner Tractors &amp; Attachments</li> <li>• Compaction Equipment</li> <li>• Turf Renovation</li> </ul>
78	Irrigation and aeration equipment, systems, parts, and installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Below are the Product Lines that fit the respective categories for irrigation and aeration equipment, systems, parts, and installation. <ul style="list-style-type: none"> <li>• Small Articulating Loaders (SAL)</li> <li>• SAL Attachments</li> <li>• Mini Track Loaders (MTL)</li> <li>• MTL Attachments</li> <li>• Toolcat</li> <li>• Toolcat Attachments</li> <li>• Compact Tractors/Utility Tractors</li> <li>• Compact Tractor/Utility Tractors Attachments</li> <li>• Articulating Tractors &amp; Attachments</li> <li>• Utility Vehicles</li> <li>• Bobcat® Mowers</li> <li>• RYAN Turf Equipment &amp; Attachments</li> <li>• Steiner Tractors &amp; Attachments</li> <li>• Compaction Equipment</li> <li>• Turf Renovation</li> </ul>
79	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Below are the Product Lines that fit the respective categories for Beach and waterfront maintenance equipment and accessories. <ul style="list-style-type: none"> <li>• Mini Track Loaders (MTL)</li> <li>• MTL Attachments</li> <li>• Toolcat</li> <li>• Toolcat Attachments</li> <li>• Compact Tractors/Utility Tractors</li> <li>• Compact Tractor/Utility Tractors Attachments</li> <li>• Articulating Tractors &amp; Attachments</li> <li>• Utility Vehicles</li> </ul>

**Table 9: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - Price Pages.zip - Tuesday November 19, 2024 14:19:26
  - [Financial Strength and Stability](#) - Financials.zip - Tuesday November 19, 2024 14:19:52
  - [Marketing Plan/Samples](#) - Marketing.zip - Tuesday November 19, 2024 14:23:51
  - [WMBE/MBE/SBE or Related Certificates](#) - Certificates.zip - Tuesday November 19, 2024 14:24:48
  - [Standard Transaction Document Samples](#) - Transaction Docs.zip - Tuesday November 19, 2024 14:25:59
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Additional Documents.zip - Tuesday November 19, 2024 14:47:21

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kristie Willet, Government Account Manager, Doosan Bobcat North America, Inc.



The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 6 Grounds Maintenance Eqpt RFP</b> Tue November 12 2024 03:29 PM	<input checked="" type="checkbox"/>	1
<b>RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link</b> Mon November 11 2024 08:17 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 5 Grounds Maintenance Eqpt RFP</b> Fri November 8 2024 10:31 AM	<input checked="" type="checkbox"/>	2
<b>Addendum 4 Grounds Maintenance Eqpt RFP</b> Mon November 4 2024 04:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 3 Grounds Maintenance Eqpt RFP</b> Mon October 28 2024 03:53 PM	<input checked="" type="checkbox"/>	2
<b>Addendum 2 Grounds Maintenance Eqpt RFP</b> Wed October 16 2024 08:40 AM	<input checked="" type="checkbox"/>	2
<b>Addendum 1 Grounds Maintenance Eqpt RFP</b> Wed October 9 2024 07:54 AM	<input checked="" type="checkbox"/>	2